

MASTER COPY

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				SOLICITATION NUMBER		PAGE 1 OF 20	
2. CONTRACT NO. SP0300-02-D-3023		3. AWARD/EFFECTIVE DATE 07 Sept. 2001		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		6. NAME James T. Smith - Contract Specialist - HFVW		8. TELEPHONE NUMBER (No collect calls) (215) 737-8041		8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY Defense Supply Center Philadelphia Directorate of Subsistence - Building # 6C 700 Robbins Ave. Philadelphia, PA. 19111 Contracting Officer: William C. Smith (215)737-4298		CODE SP0300		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> (A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING Not Applicable 14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DOD and non-DOD customers in the San Francisco, CA and Reno, NV Zones		CODE		16. ADMINISTERED BY Same as in Block # 9		CODE	
17a. CONTRACTOR/OFFEROR SYSCO Foodservice of San Francisco Inc 5900 Stewart Ave. Fremont, CA 94538 TELEPHONE NO. (510) 226-3000		CODE 01DL80 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS - Columbus ATTN: DFAS-CO-SEP PO Box 182317 Columbus, OH 43218		CODE S33150	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Full Line Food Distribution San Francisco, CA and Reno, NV Zones						
<i>(Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA Estimated 25% Minimum of \$1,750,000.00 (Base Year)				26. TOTAL AWARD AMOUNT (For Bort. Use Only) \$7,000,000.00 (Base Year)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE SP0300-01-R-4019 OFFER DATED 01 May 2001 YOUR OFFER ON SOLICITATION (BLOCK 1), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Kelly B. Price VICE-PRESIDENT / CHIEF FINANCIAL OFFICER				30c. DATE SIGNED 9-7-01		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) William C. Smith	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE SIGNED		38. SIR ACCOUNT NUMBER	
						39. SIR VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (Y/Y/MM/DD)			

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 90000-0136
Expires: 09/30/98

SYSCO Foodservice of San Francisco Inc.

The following amendments are hereby incorporated and made part of this contract by reference:

- Amendment 0001 dated 24 April 2001
- Amendment 0002 dated 02 May 2001
- Amendment 0003 dated 08 May 2001

The following represents a brief summary of the subject contract's terms and conditions, including but not limited to the identified contractor's enhancements.

SUPPLIES / SERVICES / PRICES

- **ITEMS:** Total Food and Beverage Support for DOD and non-DOD customers in the San Francisco, CA and Reno, NV Zones. Items not included in this contract: Fresh Fruits and Vegetables, Fresh Milk, Fresh Bread and Bakery Products, and "Branded" Bag in the Box Soda Products.
- **DELIVERY:** Delivery shall occur no more than 48 hours after placement of orders.
- **CONTRACT TERM:** One (1) year Base Period with four (4) one (1) year option periods. Base Year Period: 15 October 2001 through 14 October 2002.
- **CONTRACT TYPE:** Indefinite Quantity Contract – Firm Fixed Price

This contract contains a guaranteed minimum of 25% of the yearly estimated dollar value. The estimated dollar value of the base year of this contract is \$7,000,000.00. The maximum ceiling will be 175% of the yearly estimated dollar value. In the event of an emergency and/or mobilization, the Government reserves the right to unilaterally execute an alternate maximum ceiling of 200% of the yearly estimated dollar value.

To the extent that customers do not meet their estimated dollar purchases, the Contracting Officer reserves the right to add more than 25% additional business equivalent to the percentage of the unused business.

PRICING: FIRM FIXED PRICE

All pricing will be firm at the time of order.

All Unit Prices shall be formulated in accordance with Clause 52.212-4(t).

The Unit Price is calculated by adding "Delivered Price" and the "Distribution Price." Delivered Prices will be updated weekly and will be effective from Monday through Sunday.

Unit Prices may not extend beyond two (2) places after the decimal point.

If the Government determines to invoke the options, the distribution prices will remain unchanged in accordance with SYSCO Foodservice of San Francisco Inc's offer.

DISTRIBUTION PRICE

The Distribution Price will remain unchanged for all categories of food during the base and option years of this contract.

The following services offered by SYSCO Foodservice of San Francisco Inc exceed the solicitation requirements and are hereby incorporated into the subject contract:

- Customers will be notified (the same day of order) regarding non-availability of products and potential substitutions.
- Emergency orders will be delivered within 24 hours of initial notice (of order). There will be no additional charge for emergency orders.
- Participation in Foods Shows and Technical Menu Assistance designed to educate the customer on improved handling of food by providing information on new menus, nutritional analysis, and ways to reduce cost. Nutritionists and registered dieticians are available to assist customers.
- Acceptance of add-ons and cancellations prior to delivery at no additional charge. In addition, add-ons and cancellations will be accepted via facsimile message, telephonic communications, and e-mail.
- Surge and Mobilization: SYSCO can support 200%-300% of the normal contract demands within a 24-hour period.
- Rebates/Discounts: Customers will receive manufacturer rebates and Food Show discounts via the STORES catalog price and off-invoice price.

San Francisco, CA and Reno, NV Zones

- Frozen product must be processed and packed to allow removal of the individual units from the container without damage to the package or other units. The intent is to be able to remove (only) the amount required for current needs, without the necessity of defrosting the entire container.
- Standard commercial precautionary markings such as "Keep Frozen," etc. shall be used on all cases when appropriate to ensure that the carrier and the receiving activity properly handle and store these items.
- To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
- All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable and shelf stable items, open dating is preferred; but code dating is acceptable. For items other than semi-perishable and shelf stable products – they must have readable, open code dates and they must clearly show the use by date, date of production, date of processing/pasteurization, sell by date, best if used by date, or similar markings.
- Products for individual customers/dining facilities shall be segregated.

INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered.

Inspection is limited to identity, count, and condition; however, this may be expanded if deemed necessary by (either) the military veterinary inspector, dining hall facility manager, or the food service advisor.

All deliveries are subject to military veterinary inspection, including inspection of delivery vehicles (for cleanliness purposes).

Three (3) copies of the delivery ticket/invoice must accompany each shipment. All overages/shortages/returns are to be noted on the delivery ticket/invoice by the receiving official and truck driver. The delivery ticket/invoice shall be annotated to reflect the items that were rejected by adjusting the quantity and corresponding dollar value. The total dollar value of the invoice must then be adjusted and annotated.

Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document.

ORDERING SYSTEM

The Government's electronic ordering system – STORES - will be utilized by the customers.

PLACEMENT OF ORDERS

The first order of this contract will take place on Monday, 15 October 2001.

Orders will be placed with the Prime Vendor via STORES so that deliveries can be accomplished to accommodate a "skip day" delivery cycle.

CUT-OFF TIME FOR PLACEMENT OF ORDERS

Orders should be placed prior to 2:00 PM (local time), two (2) days prior to the required delivery date. For example: Orders placed by 2:00 PM on Monday will be delivered by Wednesday. This time is subject to change based upon mutual consent between the customer and the Prime Vendor.

PACKAGING, MARKING, AND LABELING

- All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling and comply with the Federal Food, Drug, and Cosmetic Act, and promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
- Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code – as applicable.
- All meats, poultry, and seafood will be vacuumed packed when practicable. In all instances the packaging will protect the product from freezer burn and contamination.
- All fresh poultry items will be packed in "ice packed" cartons or gasflush cartons.
- All fresh seafood items will be packed in "ice packed" cartons.

DELIVERIES AND PERFORMANCE

- FOB TERMS: FOB Destination
- The following is designated as the plant location for the performance of this contract:

SYSCO Foodservice of San Francisco Inc.
5900 Stewart Ave.,
Fremont, CA. 94538
- The shipping point designated for performance of this contract is the same as the plant located identified above.
- Deliveries shall (normally) be made 48 hours after the order is placed with the Prime Vendor, or at a later date as specified by the customer.

San Francisco, CA and Reno, NV Zones

DELIVERIES AND PERFORMANCE**Delivery Point/Name & Address/Special Delivery Instructions:****DEFENSE LANGUAGE INSTITUTE MONTEREY, CA**

<u>Customer</u>	<u>Time of Delivery</u>	<u>Frequency</u>
Combs Hall, Bldg 627 Belas Hall, Bldg 838 POC: Bent Ramskov, COR, Chief Services, DO, 408-242-7949/7951	5:00 AM - 8:00 AM	Monday, Wednesday & Friday
Child Development Center Bldg 7693 Monterey Rd POC: Eleanor Arcia, 916-643-6296	5:00 AM - 8:00 AM	MondayWednesday

TRAVIS AFB, CA

<u>Customer</u>	<u>Time of Delivery</u>	<u>Frequency</u>
Sierra Dining Facility 1301 Burgeon Street	7:00 AM - 4:00 PM	Monday/Wednesday
Golden Hills Dining Hall Bldg 246, Hichum	7:00 AM - 12:00 Noon	Monday/Wednesday/Friday
Flight Kitchen 1201 Balter Street	7:00 AM - 12:00 Noon	Monday/Wednesday/Friday
Child Development Center #1 Bldg 665, 2 Illinois Street	7:00 AM - 10:00 AM	Wednesday
Child Development Center #2 Bldg 668, 4 Illinois Street	7:00 AM - 10:00 AM	Wednesday
Child Development Center #3 Bldg 7679 Upson Street	7:00 AM - 10:00 AM	Wednesday
Youth Center Bldg 7763, 310 Fairchild	7:00 AM - 12:00 Noon	Monday/Wednesday

Delivery Points (Cont'd)

BEALE AFB, CA

<u>Customer</u>	<u>Time of Delivery</u>	<u>Frequency</u>
Contrails Dining Facility Bldg 2490 17853 16 th Street	8:00 AM	Monday/Wednesday/Friday
Burch Dining Facility Bldg 1084 19501 Edison Avenue	8:00 AM	Monday/Wednesday/Friday

NOTE: No 40' trailer access. Parking 50' from building, handtrucked into building

Child Development Center Bldg 3306 & 3308 5190 Camp Beale Hwy	8:00 AM - 10:00 AM	Monday/Wednesday/Friday
Lakeside Youth Center Bldg 2340 5701 Lakehouse Drive	8:00 AM - 12:00 Noon	Monday/Wednesday/Friday

MC CLELLAN AFB, CA

<u>Customer</u>	<u>Time of Delivery</u>	<u>Frequency</u>
Child Development Center Bldg 1412, Skyvaria Avenue Skvarla Street	Before 10:00 AM	Friday
Youth Center 518 Navaho Drive	Before 10:00 AM	Monday

TREASURE ISLAND JOB CORP CENTER, CA

<u>Customer</u>	<u>Time of Delivery</u>	<u>Frequency</u>
Bldg 368 (East Side)	7:00 AM - 12:00 Noon	Monday/Thursday/Friday
Property Dept Job Corp 736 "C" Avenue Bldg 364	7:00 AM - 12:00 Noon	Monday/Wednesday/Friday

Delivery Points (Cont'd)

SAN JOSE JOB CORP CORP CENTER

<u>Customer</u>	<u>Time of Delivery</u>	<u>Frequency</u>
Bldg "F" 3485 East Hills Drive	7:00 AM - 12:00 Noon	Monday/Wednesday/Friday
Polar Star, Ice Breaker	7:00 AM - 11:00 AM	Monday

NAVAL AIR STATION FALLON, NV

<u>Customer</u>	<u>Time of Delivery</u>	<u>Frequency</u>
Galley, Bldg 301 4755 Pasture Rd	8:00 AM - 11:00 AM	Monday/Wednesday/Friday

SIERRA NEVADA JOBS CORPS CENTER, NV

<u>Customer</u>	<u>Time of Delivery</u>	<u>Frequency</u>
Cafeteria 550 Echo Avenue Bldg #22	8:00 AM - 11:30 AM	Monday through Friday

NEVADA AIR NATIONAL GUARD, NV

DELIVERIES ARE REQUIRED ONCE A MONTH, THURSDAY PRIOR TO DRILLS.
CUSTOMER WILL NOTIFY PRIME VENDOR WHEN DELIVERIES ARE NEEDED.

FORT HUNTER LIGGETT, CA

<u>Customer</u>	<u>Time of Delivery</u>	<u>Frequency</u>
Commander - Fort Hunter Liggett Directorate of Logistics - Bldg #237	8:00 AM - Noon	Monday/Wednesday/Friday

CAMP PARKS ARMY RESERVE CENTER, CA

<u>Customer</u>	<u>Time of Delivery</u>	<u>Frequency</u>
5 th street - Bldg #790 Parks Reserves Training Area	8:00 AM - Noon	Monday/Wednesday/Friday

SHIPS IN THE SAN FRANCISCO BAY AREA

FISC San Diego will place orders directly with the Contractor for subsistence items providing date and time of arrival, pier # and name of ship arriving in the Port of San Francisco, CA. FISC San Diego will attempt to provide 48 hours notification to the contractor prior to scheduled delivery, however, this may not be possible in all cases because of schedule changes by the Navy. Points of contact at FISC San Diego are:

Yolanda Ortiz - (619) 556-0436

Judy Hilbig - (619-556-7696

Delivery Points (Cont'd)

UNITED STATES COAST GUARD (USCG) IN THE SAN FRANCISCO BAY AREA

USCG customers will place orders directly with the contractor for subsistence items. It is anticipated additional USCG customers will be added during the life of this contract.

<u>Customer</u>	<u>Time of Delivery</u>	<u>Frequency</u>
USCG Sherman	8:00 AM - Noon	Monday/Wednesday/Friday
USCG Boutwell		
USCG Morgenthau		
Coast Guard Island		
Alameda, Ca 94501		

SP0300-02-D-3023

San Francisco, CA and Reno, NV

Page 13 of 20

IV. SOCIOECONOMIC CONSIDERATIONS**SMALL, SMALL DISADVANTAGED, VETERAN-OWNED, WOMEN-OWNED AND
HUB ZONE-SMALL BUSINESS SUBCONTRACTING PLAN**

DATE: May 17, 2001

REVISED 08/27/00

CONTRACTOR: SYSCO Food Services of San Francisco, Inc.

ADDRESS: 5900 Stewart Avenue
Fremont, California 94538

SOLICITATION OR CONTRACT NUMBER: SP0300-01-R-4019

ITEM / SERVICE: Full Line Food Distributor – San Francisco and Reno, Nevada Zone

The following is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of the solicitation:

- The following percentage goals expressed in terms of a percentage of total planned subcontracting (supplier) dollars are applicable to the contract awarded under the solicitation cited above:

Small business concerns: 34% of total planned subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns, subject, however, to the limitation set forth in paragraph 1(a) below.

This goal should equate to approximately the following dollar amounts:

	BASE 34%	OPTION 1 34%	OPTION 2 34%	OPTION 3 34%	OPTION 4 34%
Total estimated to be Subcontracted	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000
Small Business Goal (34)	\$ 2,023,000	\$ 2,023,000	\$ 2,023,000	\$ 2,023,000	\$ 2,023,000

Small disadvantaged business concerns: 5% of total planned small business - subcontracting dollars under this contract will go to subcontractors (suppliers) who are small business concerns owned and controlled by socially and economically disadvantaged individuals, subject, however, to the limitation set forth in paragraph 1(a) below.

This goal should equate to approximately the following dollar amounts:

	BASE 5%	OPTION 1 5%	OPTION 2 5%	OPTION 3 5%	OPTION 4 5%
Total estimated to be Subcontracted	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000
Small Disadvantaged Business (5)	\$ 297,500	\$ 297,500	\$ 297,500	\$ 297,500	\$ 297,500

Women-owned small business concerns: 3% of total planned small business subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns owned and controlled by women, subject, however, to the limitation set forth in paragraph 1(a) below.

This goal should equate to approximately the following dollar amounts:

	BASE 3%	OPTION 1 3%	OPTION 2 3%	OPTION 3 3%	OPTION 4 3%
Total estimated to be Subcontracted	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000
Women-Owned Small Business (3)	\$ 178,500	\$ 178,500	\$ 178,500	\$ 178,500	\$ 178,500

Veteran-owned small business concerns: 3% of total planned small business subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns owned and controlled by women, subject, however, to the limitation set forth in paragraph 1(a) below.

This goal should equate to approximately the following dollar amounts:

	BASE 3%	OPTION 1 3%	OPTION 2 3%	OPTION 3 3%	OPTION 4 3%
Total estimated to be Subcontracted	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000
Veteran-Owned Small Business (3)	\$ 178,500	\$ 178,500	\$ 178,500	\$ 178,500	\$ 178,500

HUBZone business concerns: 2% of our total planned small business subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns located in HUBZones, subject, however, to the limitation set forth in paragraph 1(a) below:

This goal should equate to approximately the following dollar amounts:

	BASE 2%	OPTION 1 2%	OPTION 2 2%	OPTION 3 2%	OPTION 4 2%
Total estimated to be Subcontracted	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000
HUBZone Business Concerns (2)	\$ 119,000	\$ 119,000	\$ 119,000	\$ 119,000	\$ 119,000

Total subcontracting goals should equate to the following:

	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Total estimated to be Subcontracted	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000	\$ 5,950,000
Small Business Goal (34)	\$ 2,023,000	\$ 2,023,000	\$ 2,023,000	\$ 2,023,000	\$ 2,023,000
Large Business (66)	\$3,927,000	\$3,927,000	\$3,927,000	\$3,927,000	\$3,927,000
Regular Small Business (21)	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500	\$ 1,249,500
Small Disadvantaged Business (5)	\$ 297,500	\$ 297,500	\$ 297,500	\$ 297,500	\$ 297,500
Women-Owned Small Business (3)	\$ 178,500	\$ 178,500	\$ 178,500	\$ 178,500	\$ 178,500
Veteran-Owned Business Concerns (3)	\$ 178,500	\$ 178,500	\$ 178,500	\$ 178,500	\$ 178,500
HUBZone Business Concerns (2)	\$ 119,000	\$ 119,000	\$ 119,000	\$ 119,000	\$ 119,000

(a) The following principal product categories will be subcontracted (supplied) under this contract. For each product category listed below we have listed next to each product category the source availability from small, small disadvantaged, small women-owned and large concerns as follows:

1. Fresh and Frozen Meat Items: Large Business, Small Business, Small Disadvantaged Business, Veteran-Owned Small, and Women-Owned Business.
2. Frozen Fish Items: Large Business, Small Business, Small Disadvantaged Business, Veteran-Owned Small and Small Women-Owned Business.
3. Frozen Fruit and Vegetables: Large Business and Small Business, Small Disadvantaged Business, Veteran-Owned Small and Small Women-Owned Business.
4. Frozen Specialty Items: Large Business, Small Business, Small Disadvantaged Business, Veteran-Owned Small and Small Women-Owned Business.
5. Canned Fruits, Vegetables, Cereals and Specialty Items: Large Business, Limited Number of Small Business.
6. Dry Goods, Food service Products: Large Business, Small Business, Small Disadvantaged Business, Veteran-Owned Small and Small Women-Owned Business.

Because purchasing of food service products is the only area available for subcontracting under this contract, the above goals were established with respect to companies from which SYSCO San Francisco will purchase products for sale to the San Francisco and Reno, Nevada Zones. SYSCO San Francisco currently purchases thousands of different products from hundreds of manufacturers that are large, small, small and disadvantaged, veteran-owned small and small and women-owned. Such purchases, for the most part, are made without any formal bidding procedures and without written agreements.

SYSCO San Francisco will use reasonable and good faith efforts to meet its goals for subcontracting (from suppliers) as set forth above. This is to be accomplished through identifying, documenting and utilizing small business concerns, small disadvantaged business concerns, veteran-owned small, women-owned small business concerns, and HUBZone small business concerns to supply all the types of products to be distributed by SYSCO San Francisco to government customers.

In large part, however, the vendors that SYSCO San Francisco uses will be dictated by the ordering choices of such government customers, especially with their continuing movement towards brand name products which are produced for the most part by large business.

SYSCO San Francisco has identified some of the products that it may purchase from small business concerns, small disadvantaged business concerns, veteran-owned small, small women-owned business concerns and HUBZone small business concerns. The final determination however will be made by the military personnel at the cataloging session following the award of the contract. Since we are unable at this time to identify all the types and the total volume of the products to be purchased, a system, as outlined in this plan, has been developed to assist us in achieving our documentation and goals.

Method of Identifying Small Business Sources

In the formulation of our goals, a great deal of thought was given to how we might meet and exceed the goals proposed. We already have significant successful experience garnered from our current DSCP contracts. Additionally, we have contacted the National Small Business Administration for a current listing of small, small disadvantaged, women-owned, veteran-owned small and HUBZone small business firms that manufacture institutional food service products.

We continue to talk with brokers who represent small, small disadvantaged, veteran-owned small, small women-owned, and HUBZone food service manufacturers.

Outreach efforts will include the following:

- Contacts with minority and small business trade associations.
- Contacts with business development organizations.
- Attendance at small and minority or women-owned business procurement conferences and trade fairs.

SYSCO San Francisco will also utilize the following sources to enhance its ability to source the small businesses needed to meet its goals:

- The new Government SBA Pro-Net web site.
- George Washington University P.T.A.P., Entrepreneurship Center, Mentor-Protégé Program Office.
- The National Minority Purchasing Council Vendor Information Service.
- The Research and Information Division of the Minority Business Development Agency in the Department of Commerce.
- Other small and small disadvantaged business concerns and trade associations.

SYSCO San Francisco, as part of its DSCP reporting requirements, will designate for each product, the type of supplier by business code letter: L= Large, S= Small, SDB= Small Disadvantaged, WO= Women-Owned, VOSB= Veteran-Owned Small Business. HZ= HUBZone, depicting the dollar value of items purchased in descending order. These internal reports will inform us of the high volume items that facilities are purchasing, so that we might try to source small, small disadvantaged, veteran-owned small, women-owned and/or HUBZone firms to supply those items to our company.

The difficulty we have experienced is in sourcing small disadvantaged, veteran-owned small, small women-owned and HUBZone firms that manufacture foodservice products that are competitive in quality and price with larger firms. This fact influenced our lower goals for those classifications.

SYSCO San Francisco is aware of the requirement that SDB and HZSB concerns must be certified by the SBA and listed in the PRO-Net in order for us to take credit for these dollars. SYSCO San Francisco will provide due diligence to utilize manufacturers that it knows or believes are small, small disadvantaged, veteran-owned small, small women-owned, and small HUBZone, to provide the products we believe the San Francisco and Reno, Nevada Zones will purchase.

We intend to continue to use the attached sample sign-off form to confirm each manufacturer's size, and will attempt to source small disadvantaged, veteran-owned small, small women-owned, and small HUBZone businesses for some of the higher volume items.

SYSCO San Francisco's plan does not include counting indirect costs as part of its small business goal.

See Attachment 3, Sample Manufacturer Sign-Off Form.

2. The following individual will administer SYSCO San Francisco's subcontracting plan:

NAME: Mr. Kelly Price
ADDRESS: SYSCO San Francisco Food Services Co.
5900 Stewart Avenue
Fremont, California 94538
PHONE: 510-276-3003
TITLE: Vice President of Finance and CFO

SIGNATURE: 

The Vice President of Finance's specific duties, as they relate to SYSCO San Francisco's subcontracting program, are as follows:

General overall responsibility for this Small, Small Disadvantaged, Veteran-Owned Small, Women-Owned and HUBZone Small Business Subcontracting Plan and for monitoring performance relative to the contractual subcontracting requirements contained in this plan, including, but not limited to:

- a. Developing and maintaining lists of potential small, small disadvantaged, veteran-owned small, women owned and HUBZone small business concerns from which products may be purchased.

- b. Developing business with small, small disadvantaged, veteran-owned small, women-owned and HUBZone small business concerns for products or services that they are capable of providing.
 - c. Ensuring the establishment and maintenance of records of subcontract activity.
 - d. Attending or arranging for attendance of contractor representatives at business opportunity workshops, minority business enterprise seminars, trade fairs, etc.
 - e. Monitoring attainment of proposed goals.
 - f. Preparing and submitting periodic subcontracting reports required.
 - g. Coordinating contractor's activities during any compliance reviews by federal agencies.
 - h. Coordinating our Procurement Department's activities involving its small, small disadvantaged, veteran-owned small, woman-owned, and HUBZone small business subcontracting plan.
3. The following efforts will be taken to assure that small, veteran-owned small, small disadvantaged, small women-owned, and small HUBZone business concerns will have an equitable opportunity to compete for subcontracts. The following internal efforts will be made to guide and encourage SYSCO San Francisco merchandisers.
 - a. SYSCO San Francisco will continue to seek small, small disadvantaged, women-owned and HUBZone small business firms to mentor on how to do business by demonstrating how to pack, size, develop and ship the product required.
 - b. SYSCO San Francisco will provide additional help to those subcontractors, where required, in assisting them in competing for available subcontracts.
4. SYSCO San Francisco agrees to include the clause in the contract entitled "Utilization of SB Concerns" in all subcontracts that offer further subcontracting opportunities and will require all subcontractors (except SB concerns) who receive subcontracts in excess of \$ 500,000 to adopt a plan similar to the plan agreed by our company.
5. SYSCO San Francisco agrees to: (i) Cooperate in any studies or surveys as may be required; (ii) Submit periodic reports in order to allow the Government to determine the extent of compliance with the subcontracting plan; (iii) Submit SF294 and SF295 reports twice yearly; (iv) Require where applicable, its subcontractors to complete forms SF294 and SF295.
6. SYSCO San Francisco agrees that it will maintain at least the following types of records to document compliance with this subcontracting plan (these records may be maintained on a company-wide basis unless otherwise indicated):

- a. Source lists, guides, and other data that identify small, small disadvantaged, veteran-owned small, small women-owned, and small HUBZone business concerns.
- b. Organizations contacted in an attempt to locate sources that are small, small disadvantaged, veteran-owned small, small women-owned, and small HUBZone business concerns.
- c. Records of any outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, small disadvantaged, veteran-owned small, small women-owned, and small HUBZone business concerns.
- d. Records will be maintained, where applicable, of any subcontract solicitation resulting in an award of more than \$100,000 indicating:
 - (1) Whether small business concerns were solicited and if not, why not.
 - (2) Whether small disadvantaged business concerns were solicited and if not, why not.
 - (3) Whether small women-owned business concerns were solicited and if not, why not.
 - (4) Whether small HUBZone business concerns were solicited and if not, why not.
 - (5) Whether veteran-owned small business concerns were solicited and if not why not.
 - (6) If applicable, the reason award was not made to a small business concern.
- e. Records of internal guidance and encouragement provided to buyers through:
 - (1) Workshops, seminars, training, etc,
 - (2) Monitoring performance to evaluate compliance with the program requirements.
- f. On a contract by contract basis, records to support award data submitted to the Government, including the name, address, and business size of each subcontractor.

The effective period of this subcontracting plan is from the date of the award of the contract to this Contractor under the solicitation cited above through the termination date of such contract.